



U.S. Department of Justice

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Please respond to: Harrisburg Office

June 19, 2007

Terrance K. Alden
 Reg. No. 02595-135
 USP Coleman
 PO Box 1033
 Coleman FL 33521

Re: Alden v. Smith, et al.
 M.D. Pa. Civil No. 3:CV-05-1735
 Settlement Documents

Dear Mr. Alden:

Enclosed please find copies of the signed Stipulation for Compromise Settlement and Release, and the signed Stipulation of Dismissal with Prejudice which was filed with the Court today. We have begun processing the paperwork to arrange for you to receive payment from the United States Department of the Treasury. Please be advised that it normally takes five to seven weeks for the Treasury Department to process a request for payment in settlement and issue a check.

Sincerely,

THOMAS A. MARINO
 United States Attorney


 ANITA L. LIGHTNER
 Paralegal Specialist

TAM:JJC:all

Enclosures

c: Jennifer J. Clark, AUSA
 Adam Ackley, Attorney-Advisor, BOP

TAM:JJC:all

ORIGINAL

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

TERRANCE K. ALDEN,
Plaintiff

v.

JOSEPH V. SMITH, et al.
Defendants

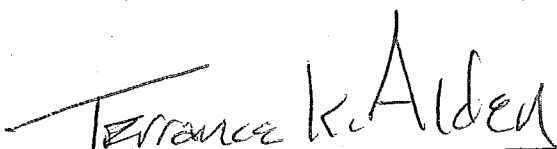
CIVIL NO. 3:CV-05-1735

^{KOSIK}
(~~Vanaskie~~, J.)

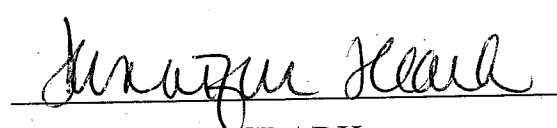
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STIPULATION OF DISMISSAL WITH PREJUDICE

Plaintiff, Terrance K. Alden, and Defendant, the United States of America,
by its attorney, pursuant to Fed. R. Civ. P. 41(a)(1)(ii) and the Stipulation for
Compromise Settlement and Release entered into by the parties, hereby stipulate
to the dismissal of the above-captioned action with prejudice, with each side
bearing its own costs and attorney's fees.


TERRANCE K. ALDEN
Reg. No. 02595-135
USP Coleman
PO Box 1033
Coleman, FL 33521

06/07/07
Date


JENNIFER J. CLARK
Assistant United States Attorney
Atty. I.D. No. 82294
PO Box 309
Scranton, PA 18501-0309
(570) 348-2800 telephone
(570) 348-2830 facsimile

7/16/2007
Date

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

TERRANCE K. ALDEN,
Plaintiff

v.

JOSEPH V. SMITH, et al.
Defendants

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CIVIL NO. 3:CV-05-1735

(Kosik, J.)

ELECTRONICALLY FILED

ORDER

NOW, this _____ day of _____, 2007, IT IS HEREBY
ORDERED that the Stipulation for Compromise Settlement and Release of
Plaintiff's Claims Pursuant to 28 U.S.C. §2677, is hereby APPROVED. IT IS
FURTHER ORDERED that the Stipulation of Settlement and Dismissal, is hereby
APPROVED. Accordingly, Plaintiff's claims are converted to claims brought
against the United States of America under the Federal Tort Claims Act, and the
individual defendants are dismissed with prejudice.

EDWIN M. KOSIK
United States District Judge

Other Documents

3:05-cv-01735-EMK-LQ Alden v. Smith et al
PRSLC

U.S. District Court

United States District Court for the Middle District of Pennsylvania

Notice of Electronic Filing

The following transaction was entered by Clark, Jennifer on 7/19/2007 at 2:28 PM EDT and filed on 7/19/2007

Case Name: Alden v. Smith et al
Case Number: 3:05-cv-1735
Filer: United States of America
Joseph V. Smith
Cathy Ey
Raymon Hoekman
Susan V. Heath
Ron Hicks
Lawrence S. Karpen

Document Number: 98

Docket Text:

STIPULATION of Dismissal *with Prejudice* by Raymon Hoekman, Susan V. Heath, Ron Hicks, Lawrence S. Karpen, United States of America, Joseph V. Smith, Cathy Ey.
(Attachments: # (1) Proposed Order)(Clark, Jennifer)

3:05-cv-1735 Notice has been electronically mailed to:

Jennifer Clark Jennifer.Clark@usdoj.gov, alxlegalsvs@bop.gov,
anita.lightner@usdoj.gov, dawn.mayko@usdoj.gov, dennis.pfannenschmidt@usdoj.gov,
lew/legalsvs@bop.gov, michele.lincalis@usdoj.gov, msullivan@bop.gov

3:05-cv-1735 Filer will deliver notice by other means to::

Terrance K. Alden
02595-135
Coleman Complex

U.S.P. No. 1
P.O. Box 1033
Coleman, FL 33521-1033

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1027698419 [Date=7/19/2007] [FileNumber=1674126-0
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ebf44d233f3e0b2a51ea8095439bb96f21f8416afcd4cf077d9e88dc6e48f]]

Document description:Proposed Order

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1027698419 [Date=7/19/2007] [FileNumber=1674126-1
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TAM:JJC:all

ORIGINAL

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

TERRANCE K. ALDEN,
Plaintiff

v.

JOSEPH V. SMITH, et al.
Defendants

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CIVIL NO. 3:CV-05-1735

KOSIK
(~~Vanaskie~~, J.)

ELECTRONICALLY FILED

**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF
PLAINTIFF'S CLAIMS PURSUANT TO 28 U.S.C. §2677**

It is hereby stipulated by and between the undersigned plaintiff, Terrance K. Alden, proceeding pro se, and the United States of America, by and through its attorneys, Thomas A. Marino, United States Attorney, and Jennifer J. Clark, Assistant U.S. Attorney, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the

terms and conditions set forth in this Stipulation for Compromise Settlement and Release.

2. The United States of America agrees to pay the sum of three hundred dollars (\$300.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which plaintiff or his guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiff and his guardians, heirs, executors, administrators or assigns hereby agree to accept the sums set forth in this Stipulation for Compromise Settlement and Release in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may

have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff and his guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by plaintiff or his guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. The parties further understand and agree that all individual defendants are to be dismissed from the case with prejudice, and that no claims against any individual defendants arising from the acts and allegations complained of in the complaint survive this settlement agreement and release.
5. This Stipulation for Compromise Settlement and Release is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and

it is specifically denied that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

6. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorney's fees owed by the plaintiff will be paid out of the settlement amount and not in addition thereto.
7. The persons signing this Stipulation for Compromise Settlement and Release warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement.
8. Payment of the settlement amount will be made by check drawn on the Treasury of the United States for three hundred dollars (\$300.00) and made payable to Terrance K. Alden, Plaintiff. Plaintiff further agrees to dismiss the above-captioned action with prejudice, with each party bearing its own fees, costs, and expenses.
9. This Agreement constitutes the entire agreement between the parties; the terms of this agreement are contractual and not a mere recital and are effective upon execution of this Agreement by counsel for the parties. No

promise or inducement that is not herein expressed has been made to any of the parties and the parties do not rely on any statement or representation made by any person not otherwise contained herein.

Terrance K. Alden

TERRANCE K. ALDEN
Reg. No. 02595-135
USP Coleman
PO Box 1033
Coleman, FL 33521

Jennifer J. Clark

JENNIFER J. CLARK
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06/07/07
Date

7/16/2007
Date